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Following the analogy of the liability of a carrier to its passengers for the torts of its servants on the basis of an implied contract to afford protection, an innkeeper has been held liable to his guest for the unauthorized tort of his servant. *Clancy v. Barker*, 71 Neb. 83; see 17 HARV. L. REV. 575. This case, however, presents the additional feature that no tort was committed, since only the plaintiff's personal feelings were injured. Such injury is not in general an actionable wrong. *Reed v. Maley*, 115 Ky. 816. But the implied contract of the carrier is extended so that it is liable to its passengers for mental suffering caused by the insults of its servants. *Gillespie v. Brooklyn Heights Ry. Co.*, 178 N. Y. 347. To follow the analogy of the carrier logically, the present defendant should be held liable, even though the act of his employee did not constitute a tort. And the analogy seems sufficiently close to sustain this extension. Both the carrier and the innkeeper are engaged in a public service, and their liabilities are based upon the same considerations of public policy.

INTERSTATE COMMERCE — CONTROL BY STATES — GARNISHMENT OF A CARRIER ENGAGED IN AN INTERSTATE SHIPMENT. — The plaintiff garnisheed a carrier in Georgia on account of the possession of a car of the defendant which was being used in shipping freight from another state into Georgia, and was intrusted to the garnishee under the usual agreement for forwarding the car and returning it on another shipment. *Semble*, that the garnishment would not be an unconstitutional interference with interstate commerce. *Southern, etc., Co. v. Northern Pac. Ry. Co.*, 127 Ga. 626.

Upon this point the case is the first to disagree with a number of contrary holdings criticized in 20 HARV. L. REV. 319.

INTERSTATE COMMERCE — INTERSTATE COMMERCE COMMISSION — RECOVERY OF UNREASONABLE RATE BY SHIPPER. — The Interstate Commerce Commission declared a rate unreasonable and ordered a new rate. The plaintiff, a shipper, applied for restitution of the difference between the rate charged and that established by the Commission. *Held*, that he can recover. *Southern Ry. Co. v. Tift*, 26 U. S. 428.

It has been held that a shipper has no remedy in the courts until the Interstate Commerce Commission has passed on the reasonableness of a rate. *Texas, etc., Ry. Co. v. Abilene Cotton Oil Co.*, 204 U. S. 426. See 20 HARV. L. REV. 576. But this is only a matter of procedure, not affecting the shipper's ultimate right not to be overcharged, if when a rate is declared unreasonable he can recover the excess previously paid. The court also, by dicta, limits the application of this rule of procedure to actions at law for damages, declaring that the Interstate Commerce Act leaves unimpaired the jurisdiction of a court of equity to restrain the enforcement of unreasonable rates.

INTERSTATE COMMERCE — WHAT CONSTITUTES INTERSTATE COMMERCE — COMMERCE WITH NAVY YARDS UNDER EXCLUSIVE FEDERAL JURISDICTION. — A Virginia statute imposed a penalty on telegraph companies for failure to deliver messages. The defendant company failed to deliver a message sent from a point within the state to the plaintiff in the Norfolk Navy Yard, which was under the exclusive jurisdiction of the federal government. *Held*, that the Commerce Clause of the Constitution gives Congress no authority over this message such as to render the state statute inapplicable. *Western Union Telegraph Company v. Chiles*, 57 S. E. 587 (Va.).

The Commerce Clause, in regard to commerce "among the states," has been regarded as giving Congress exclusive jurisdiction only over commerce which concerns more than one state. See *Gibbons v. Ogden*, 9 Wheat. (U. S.) 1. Yet it has been held that an act of the Legislative Assembly of the District of Columbia imposing a license on drummers is indistinguishable, as regards the Commerce Clause, from a similar state act, and therefore is void so far as applied to those soliciting for individuals outside the District. *Stoutenburgh v. Hennick*, 129 U. S. 141. The authority of Congress over places purchased by the consent of the legislature of a state for dockyards, etc., is like its author-